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 Humor Rainbow, Inc.; PlentyofFish Media ULC;
 and People Media, Inc.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

**IN RE GOOGLE PLAY STORE
 ANTITRUST LITIGATION**

THIS DOCUMENT RELATES TO:

*Match Group, LLC, et al. v. Google LLC,
 et al.*, Case No. 3:22-cv-02746-JD

Case No. 3:21-md-02981-JD

**DECLARATION OF JOSEPH A. REITER IN
 SUPPORT OF THE MATCH PLAINTIFFS'
 MOTION FOR PARTIAL SUMMARY
 JUDGMENT ON GOOGLE'S
 COUNTERCLAIMS**

Judge: Honorable James Donato
 Courtroom: 11, 19th Floor
 Date: TBD (Per MDL Dkt. 447)

DECLARATION OF JOSEPH A. REITER

I, Joseph A. Reiter, declare as follows:

1. I am an attorney at law duly licensed to practice before this Court. I am a partner with the law firm of Hueston Hennigan LLP and counsel of record for Match Group, LLC; Humor Rainbow, Inc.; PlentyofFish Media ULC; and People Media, Inc. (collectively, the “Match Plaintiffs”)¹ in the above-captioned case.

2. I submit this declaration in support of the Match Plaintiffs’ Motion for Partial Summary Judgment on Defendants and Counterclaim-Plaintiffs Google LLC et al.’s (collectively, “Google’s”) Counterclaims. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

¹ The term “Match Plaintiffs” includes only the operating companies named as Plaintiffs, which are part of the Match Group, Inc., portfolio of companies. For the purposes of this case, the term “Match Plaintiffs’ Apps” includes Tinder, OkCupid, Match, PlentyofFish, and OurTime.

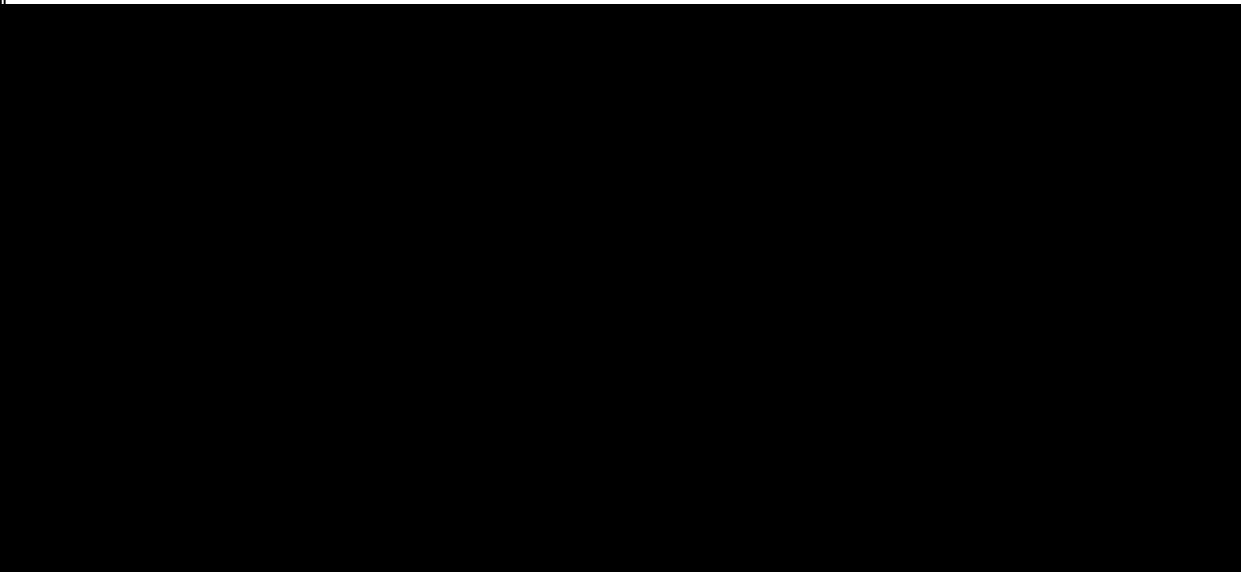
1 3. Attached hereto as **Exhibit 1** is a true and correct copy of the document produced by
2 Google in this litigation bearing Bates range GOOG-PLAY-011457123–125 (which was introduced
3 and marked as Plaintiffs’ Deposition Exhibit 1996), which includes [REDACTED]
4 [REDACTED]
5 [REDACTED],² at pages ending -123–124,
6 stating³:

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
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16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
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21 [REDACTED]

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27 ² Titles and dates of the exhibits described herein are obtained from review of the face of the
document or the accompanying metadata produced in connection therewith.

28 ³ All yellow highlighting has been added for emphasis for the purposes of this declaration. Gray
highlighting signals materials filed under seal.

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1 4. Attached hereto as **Exhibit 2** is a true and correct copy of the document produced by
2 Google in this litigation bearing Bates range GOOG-PLAY-011457077-078, which includes

3 [REDACTED]

4 [REDACTED],

5 at pages ending -077-078, stating:

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
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17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

5. Attached hereto as **Exhibit 3** is a true and correct copy of Google's Developer Distribution Agreement, available at <https://play.google.com/about/developer-distribution-agreement.html>, captured via PageVault on May 9, 2022, at § 16.1, stating:

16. General Legal Terms

16.1 This Agreement, including any addenda You may have agreed to separately, constitutes the entire legal agreement between You and Google and governs Your use of Google Play and completely replaces any prior agreements between You and Google in relation to Google Play. The English language version of this Agreement will control and translations, if any, are non-binding and for reference only.

6. Attached hereto as **Exhibit 4** is a true and correct copy of the document produced by Google in this litigation bearing Bates range GOOG-PLAY-000064254-255 (which was introduced and marked as Plaintiffs' Exhibit 1436), titled "Payments," at the page ending -254, stating:

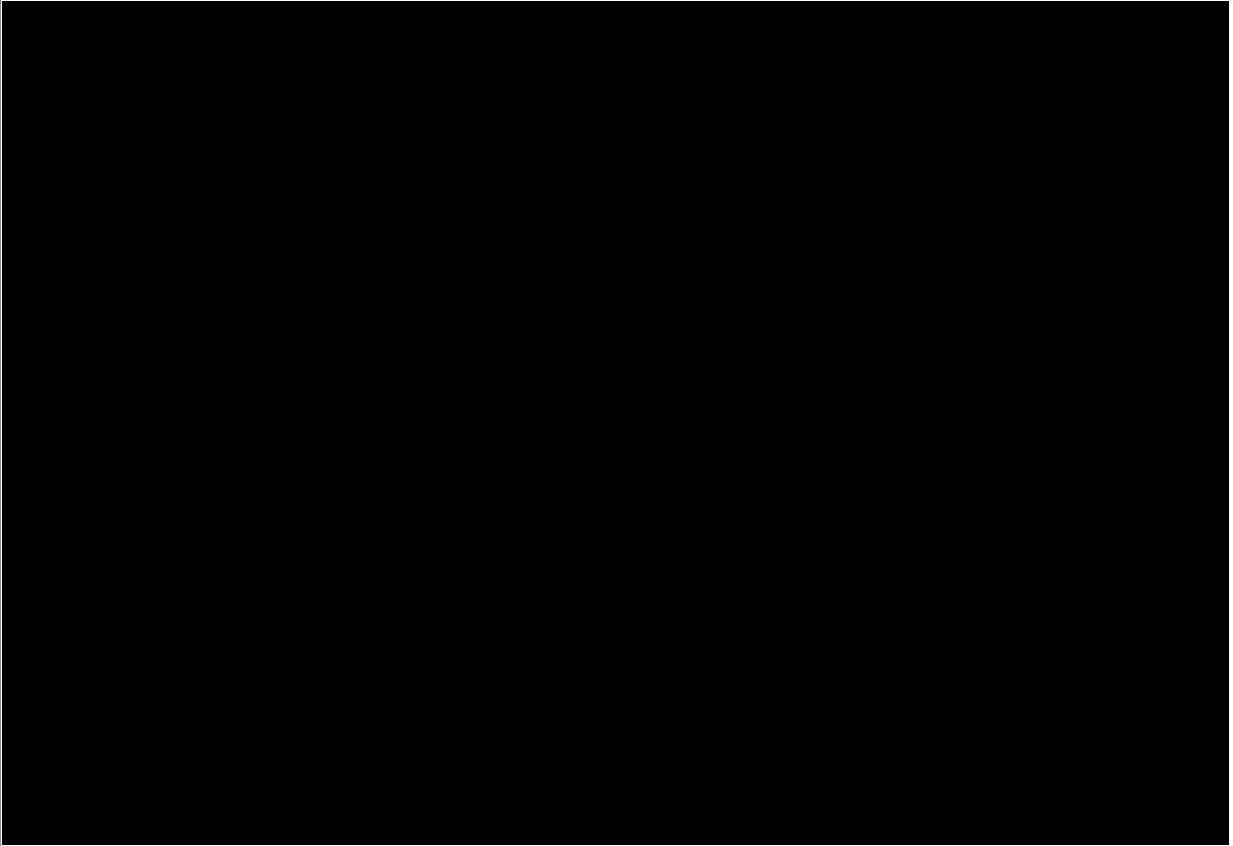
Payments

Changes are coming to this policy!

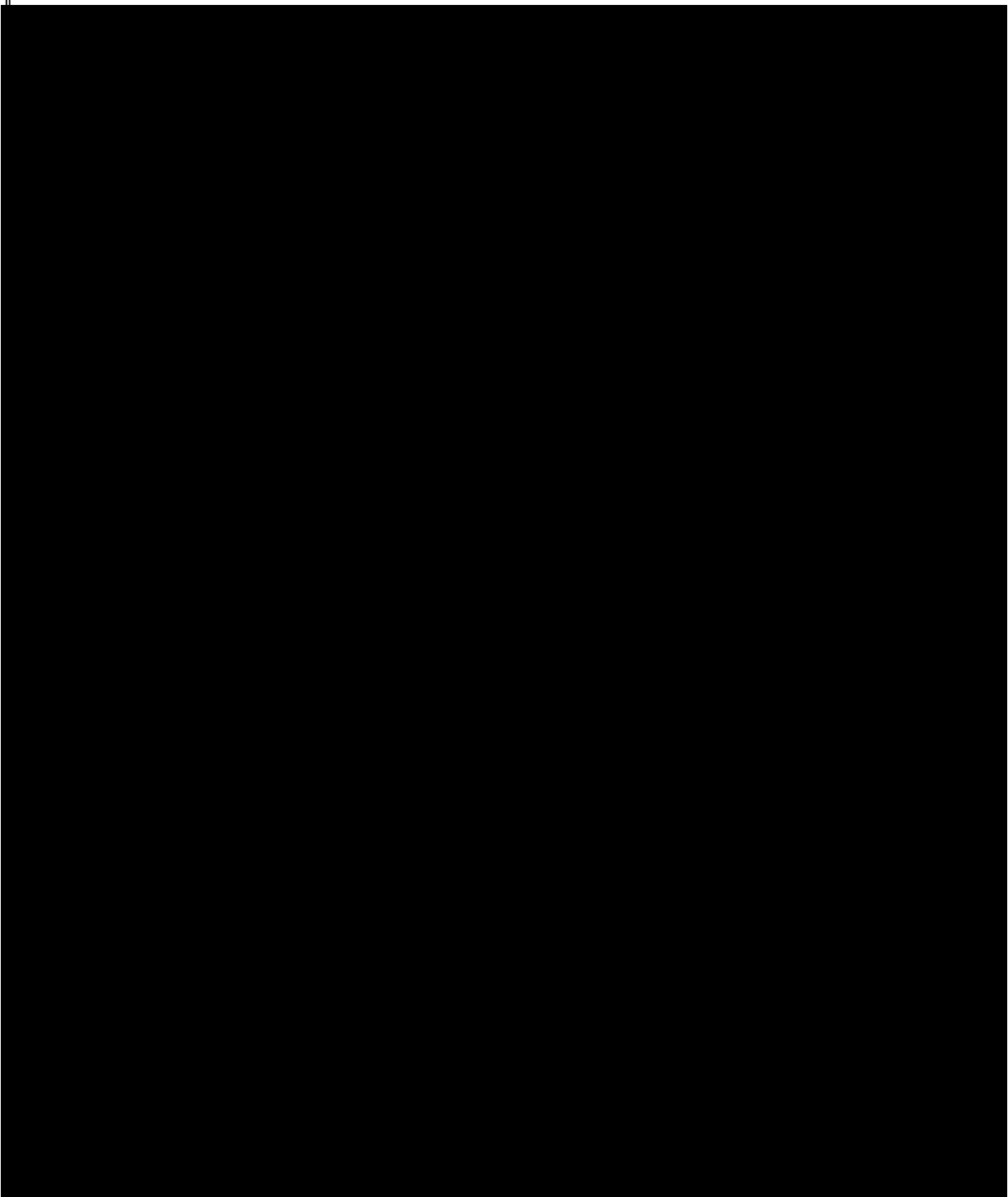
See updated payments policy here. Any existing app that is currently using an alternative billing system will need to remove it to comply with this update. For those apps, we are offering an extended grace period until September 30, 2021 to make any required changes. New apps submitted after January 20, 2021 will need to be in compliance. To view additional information about this update, please visit our Help Center.

- Developers offering products within another category of app downloaded on Google Play must use Google Play In-app Billing as the method of payment, except for the following cases:
 - Payment is solely for physical products
 - Payment is for digital content that may be consumed outside of the app itself (e.g. songs that can be played on other music players).

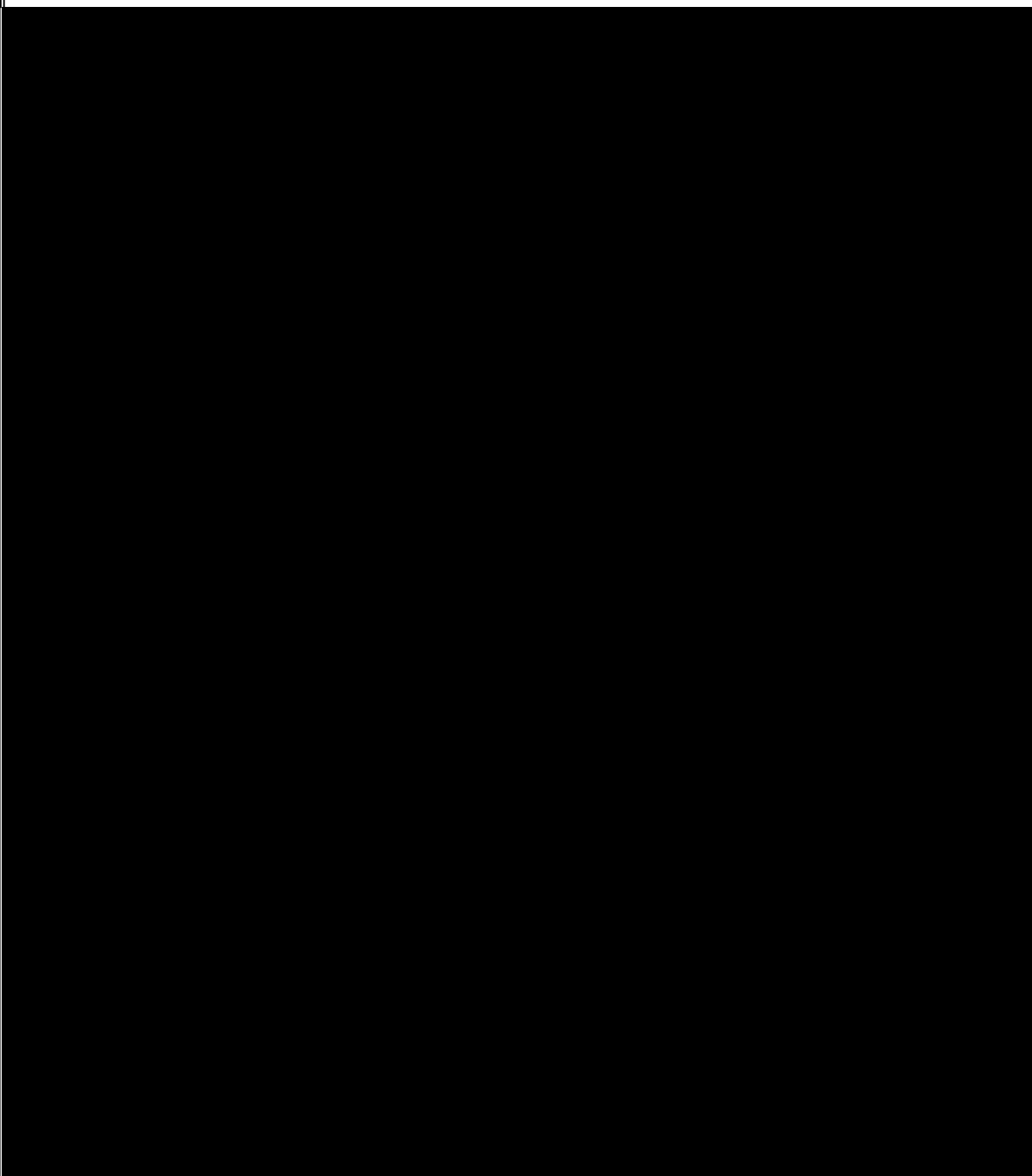
1 7. Attached hereto as **Exhibit 5** is an excerpt of a true and correct copy of Defendants’
2 Responses and Objections to the Match Plaintiffs’ First Set of Interrogatories, served by Google in
3 this litigation on July 27, 2022, at Interrogatory Response Nos. 3, 5, and 13, stating:



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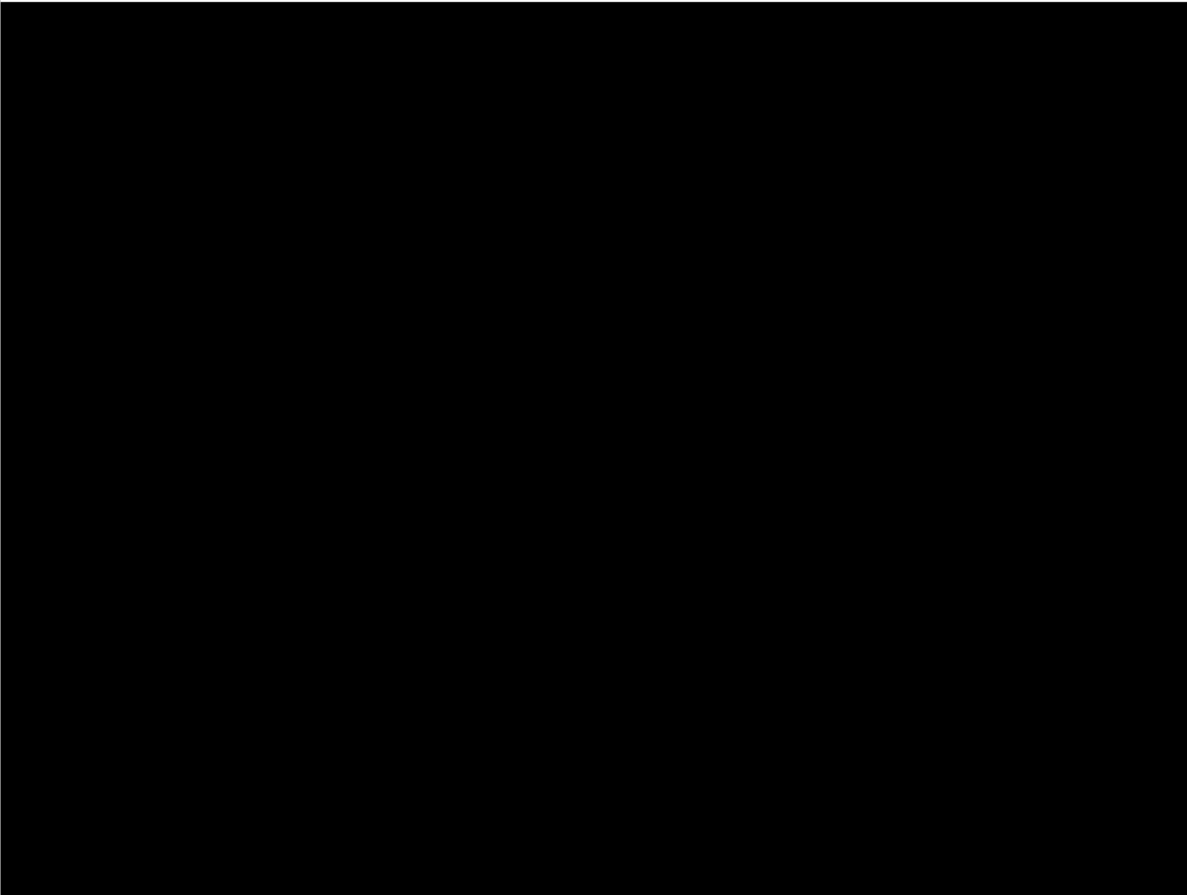


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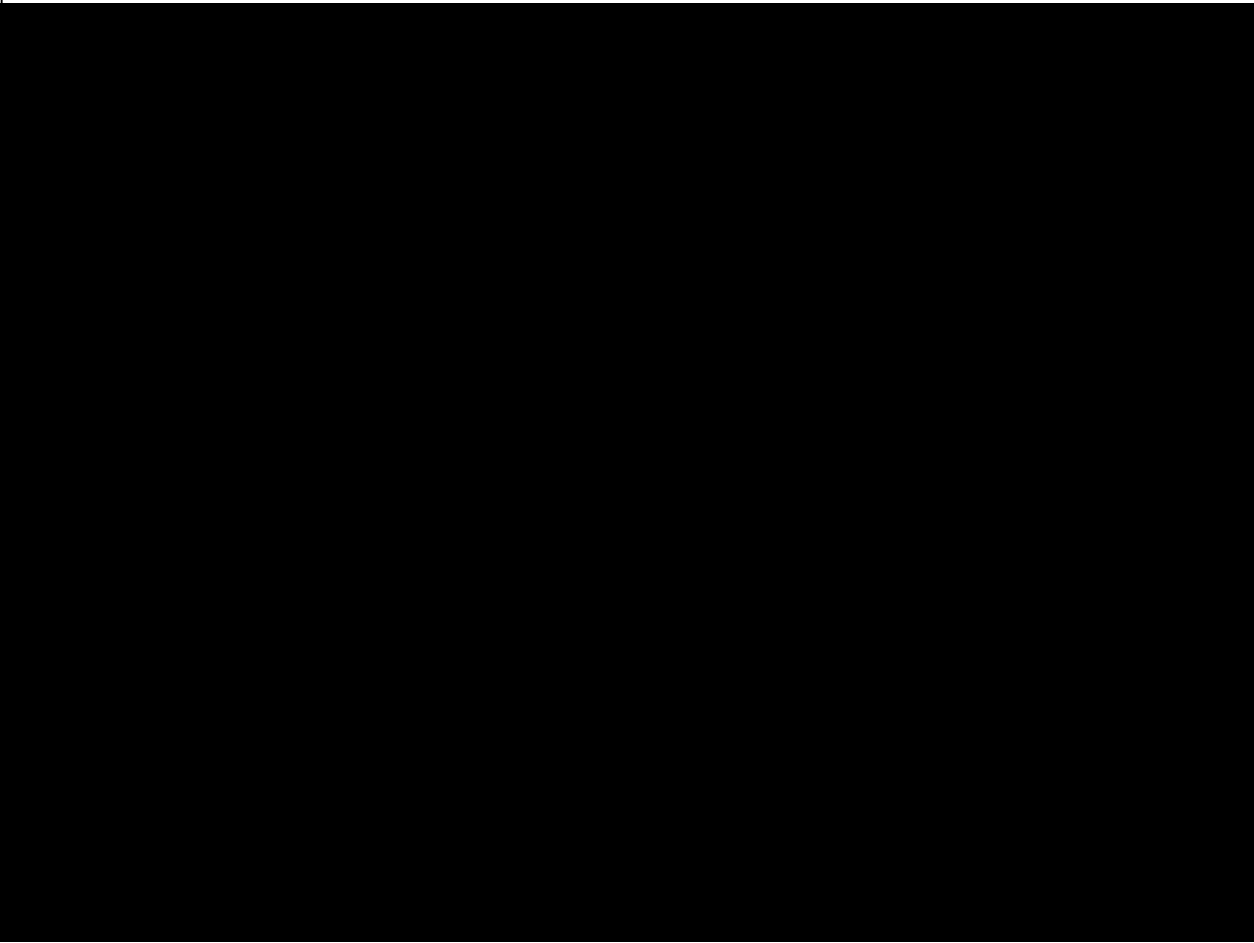


1 8. Attached hereto as **Exhibit 6** is a true and correct copy of the document produced by
2 Google in this litigation bearing Bates range GOOG-PLAY-011114937-953. [REDACTED]

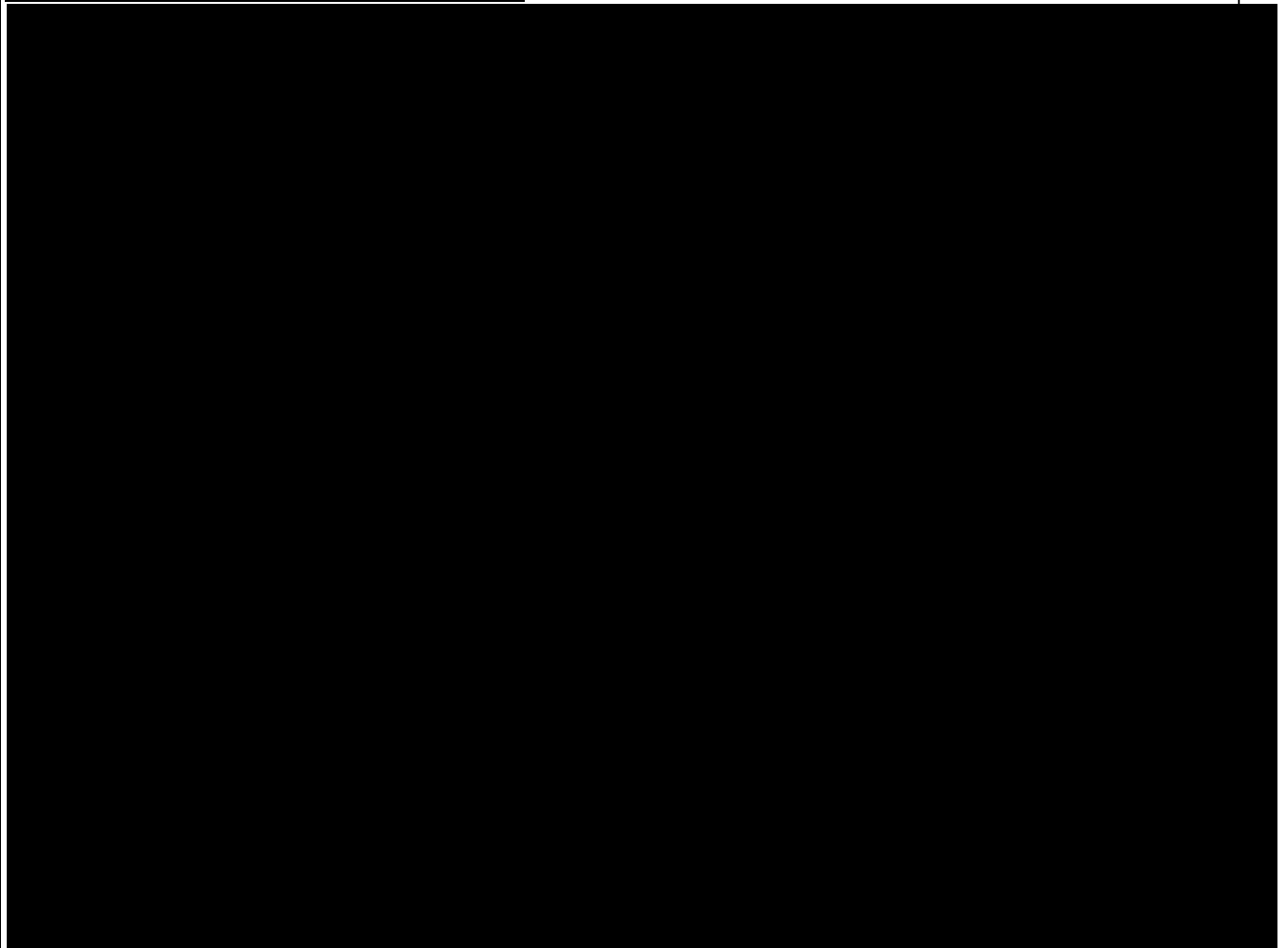
3 [REDACTED], containing the following slides at the pages ending -940 and
4 -945:



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1 9. Attached hereto as **Exhibit 7** is a true and correct copy of the document produced by
2 Google in this litigation bearing Bates range GOOG-PLAY-000261993.R-020.R, [REDACTED]
3 [REDACTED] containing the following slide at the page ending -994.R:



1 10. Attached hereto as **Exhibit 8** is a true and correct copy of the document produced by
2 Google in this litigation bearing Bates range GOOG-PLAY-007325722-751, [REDACTED]
3 [REDACTED], at the page ending -731,
4 stating:

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 11. Attached hereto as **Exhibit 9** is a true and correct copy of the document produced by
18 Google in this litigation bearing Bates range GOOG-PLAY-000838161-168 (which was introduced
19 and marked as Plaintiffs' Deposition Exhibit 1437), [REDACTED]
20 [REDACTED], at the page ending -161,
21 stating:

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 12. Attached hereto as **Exhibit 10** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-001289301–304, [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]”
6 at the page ending -301, stating:

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 13. Attached hereto as **Exhibit 11** is a true and correct copy of the document produced
17 by Google in this litigation bearing Bates range GOOG-PLAY-000838125–132 (which was
18 introduced and marked as Deposition Exhibit 2682), [REDACTED]
19 [REDACTED], at the page ending -
20 130, stating:

21 [REDACTED]
22 [REDACTED]
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1 14. Attached hereto as **Exhibit 12** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011170240–242, [REDACTED]
3 [REDACTED], at the page
4 ending -241, stating:

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
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20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

1 15. Attached hereto as **Exhibit 13** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011268914–918 (which was
3 introduced and marked as Plaintiffs’ Deposition Exhibit 1596), [REDACTED]
4 [REDACTED], at pages ending -915–
5 917, stating:

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
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16 [REDACTED]
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18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

1 16. Attached hereto as **Exhibit 14** is a true and correct copy of the document produced
2 by Match Plaintiffs in this litigation bearing Bates range MATCHGOOGLE00118492–500, [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED] at the page ending -492, stating:

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 17. Attached hereto as **Exhibit 15** is a true and correct copy of the document produced
19 by Match Plaintiffs in this litigation bearing Bates range MATCHGOOGLE00081886–888 (which
20 was introduced and marked as Defendant’s Deposition Exhibit 923), [REDACTED]

21 [REDACTED], at the pages ending -886–887, stating:
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 18. Attached hereto as **Exhibit 16** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011540352–361, [REDACTED]

3 [REDACTED]

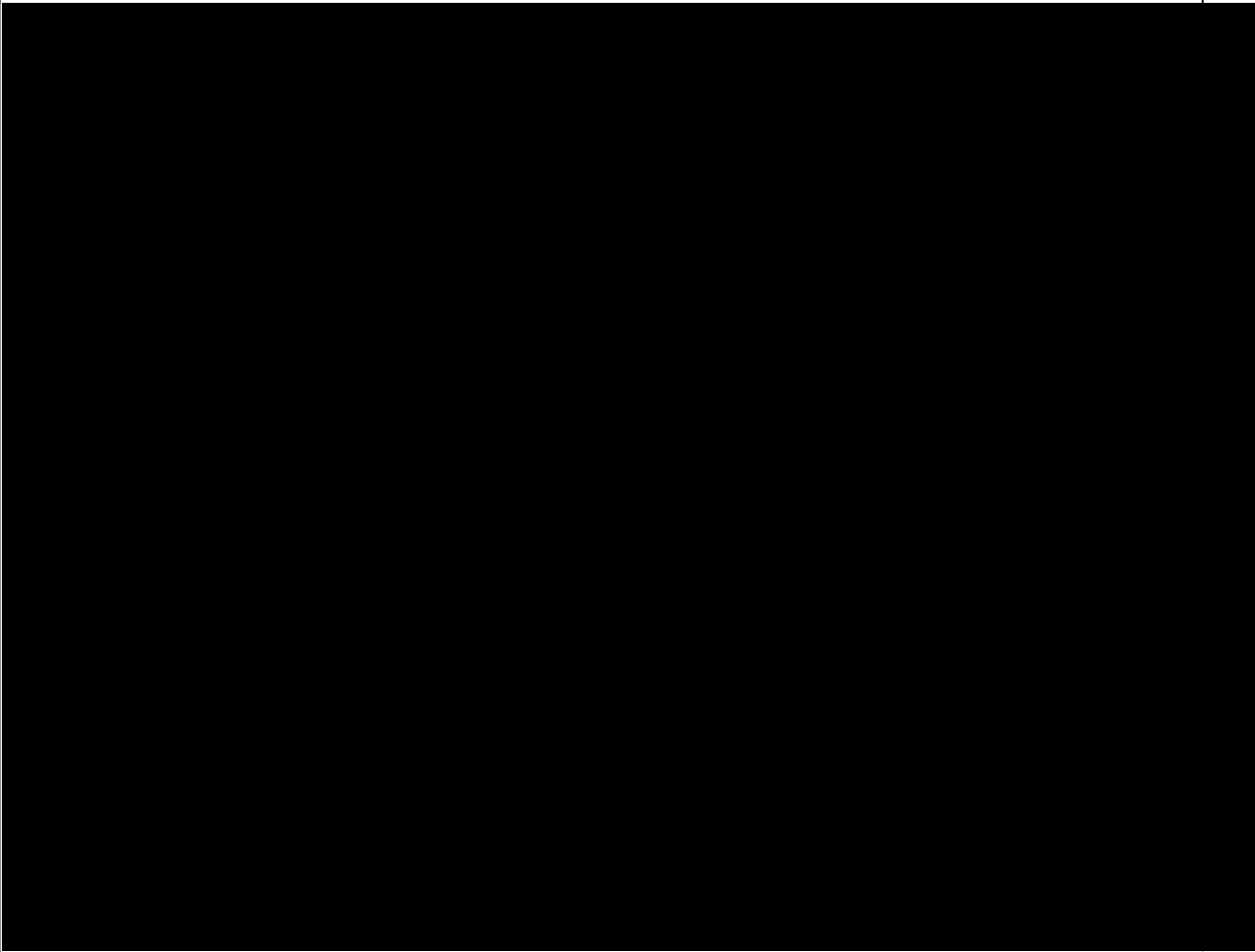
4 [REDACTED]

5 [REDACTED]

6 [REDACTED] at pages ending -352, -353–354, stating:

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
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19. Attached hereto as **Exhibit 17** is a true and correct copy of the document produced by Google in this litigation bearing Bates range GOOG-PLAY-004330869–871, an Android Developers Blog post titled “Listening to Developer Feedback to Improve Google Play”, dated September 28, 2020, at pages ending -869–870, stating:

Listening to Developer Feedback to Improve Google Play

28 September 2020

Posted by Sameer Samat, Vice President, Product Management

But we have heard feedback that our policy language could be more clear regarding which types of transactions require the use of Google Play’s billing system, and that the current language was causing confusion. We want to be sure our policies are clear and up to date so they can be applied consistently and fairly to all developers, and so we have clarified the

language in our Payments Policy to be more explicit that all developers selling digital goods in their apps are required to use Google Play’s billing system.

Again, this isn’t new. This has always been the intention of this long standing policy and this clarification will not affect the vast majority of developers with apps on Google Play. Less than 3% of developers with apps on Play sold digital goods over the last 12 months, and of this 3%, the vast majority (nearly 97%) already use Google Play’s billing. But for those who already have an app on Google Play that requires technical work to integrate our billing system, we do not want to unduly disrupt their roadmaps and are giving a year (until September 30, 2021) to complete any needed updates. And of course we will require Google’s apps that do not already use Google Play’s billing system to make the necessary updates as well.

20. Attached hereto as **Exhibit 18** is a true and correct copy of an online post from Google's Android Developer Support website, titled "Understanding Google Play's Payments Policy," available at <https://support.google.com/googleplay/android-developer/answer/10281818> (last visited May 6, 2022) (which was introduced and marked as Plaintiffs' Deposition Exhibit 2640), at the pages 1 and 4, stating:

Understanding Google Play's Payments policy

Unless otherwise permitted by the [Payments policy](#), purchases that require use of Google Play's billing system include:

- Digital items (such as virtual currencies, extra lives, additional playtime, add-on items, characters, or avatars);
- [Subscription services \(such as fitness, game, dating, education, music, video, or other content subscription services\)](#);

Payments policy clarification

In 2020, we clarified the language in our [Payments policy](#) to be more explicit that all developers selling digital goods and services in their apps are required to use Google Play's billing system. Apps using an alternative in-app billing system will need to remove it in order to comply with the Payments policy.

We always strive to work with our developer community to help keep their apps on Play while they make any needed changes. While most developers have already complied with this long-standing policy, we gave a one year grace period for any that needed to make changes to their apps. Based on developer feedback, we gave eligible developers the option to request an additional six months, giving them a total of 18 months to bring their apps into compliance. We continue to work with developer partners to meet the evolving needs of our ecosystem.

Developers that are not compliant with the Payments policy will not be able to submit app updates until they bring their app into compliance unless an update is needed to fix a critical security issue. Starting June 1, 2022, any app that is still not compliant will be removed from Google Play.

Developers in India have until October 31, 2022 to comply due to unique circumstances with the payments landscape in the country. Please visit our [FAQ](#) for more details.

Developers with users in South Korea now have the option to integrate an alternative in-app billing system. Please visit our [FAQ](#) for more details.

I was approved for the extension for an additional 6 months to comply with Play's Payments policy. What happens if my app is still not compliant by the March 31, 2022 deadline?

We always strive to work with our developer community to help keep their apps on Play while they make any needed changes. In 2020, we clarified the language of our Payments policy to make it more clear that all apps must use Play's billing system for the purchase of in-app digital goods and services. While most developers already complied with this long-standing policy, we gave a one year grace period for any that needed to make changes to their apps. Based on developer feedback, in 2021 we gave developers the option to request an additional 6 months, giving them a total of 18 months to bring their apps into compliance.

All apps are required to comply with Play's Payments policy after March 31, 2022. We enforce our developer policies through different means including, but not limited to, app removals. If you were previously approved for an extension but your app is not compliant by the March 31, 2022 deadline, you will not be able to submit updates to that app until it is policy-compliant. If your app is non-compliant but you need to submit an update to fix a critical security issue, you can let us know by filing an appeal to the enforcement. We believe that this is the least disruptive option and allows developers to continue offering their apps while they make any final changes needed.

Starting on June 1, 2022, any apps that are still not compliant will be removed from Google Play.

Developers based in India have until October 31, 2022 to comply due to unique circumstances with the payments landscape in the country. Please visit our FAQ for more details.

Developers with users in South Korea have the option to integrate an alternative in-app billing system due to recent legislation. Please visit our FAQ for more details.

21. Attached hereto as **Exhibit 19** is a true and correct copy of the document produced by Google in this litigation bearing Bates number GOOG-PLAY-002004801, [REDACTED], [REDACTED], at the page ending -801, stating:

[REDACTED]

1 22. Attached hereto as **Exhibit 20** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-001165245-249, [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED], at the page ending -245, stating:

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 23. Attached hereto as **Exhibit 21** is a true and correct copy of the document produced
15 by the Match Plaintiffs in this litigation bearing Bates range MATCHGOOGLE00096743-747
16 (which was introduced and marked Plaintiffs' Deposition Exhibit 1603), which includes an email
17 from Peter Foster, dated August 13, 2021, at the page ending -746, stating:

18 On Thu, Aug 5, 2021 at 8:45 AM Peter Foster <Peter@matchmediagroup.com> wrote:

19
20 Brandon

21
22 I am reaching out regarding Google's announcement that it is granting extensions to its September 30,
23 2021 deadline for apps to use Google Play's billing system exclusively. In light of this extension,
24 Match will continue to use its bespoke payment system to process payments.

25 Please acknowledge or comment as necessary.

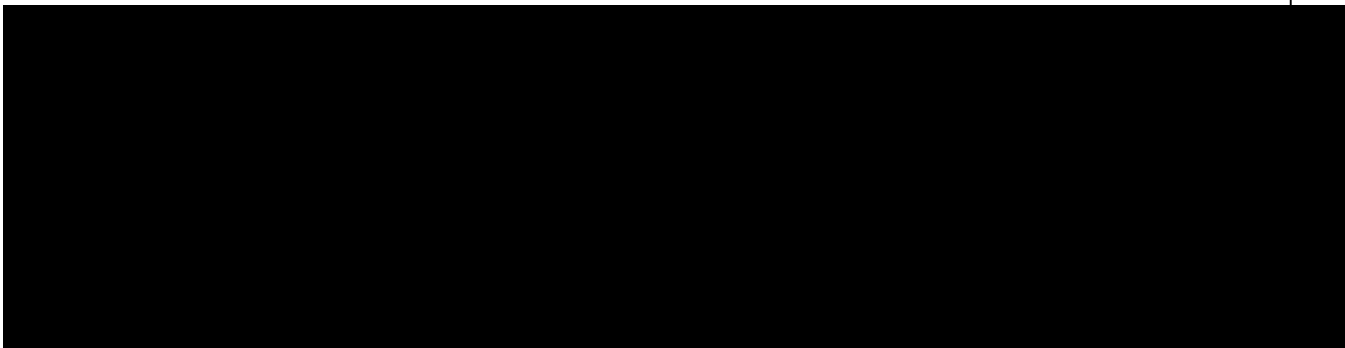
26 Thanks,



27
28 Peter

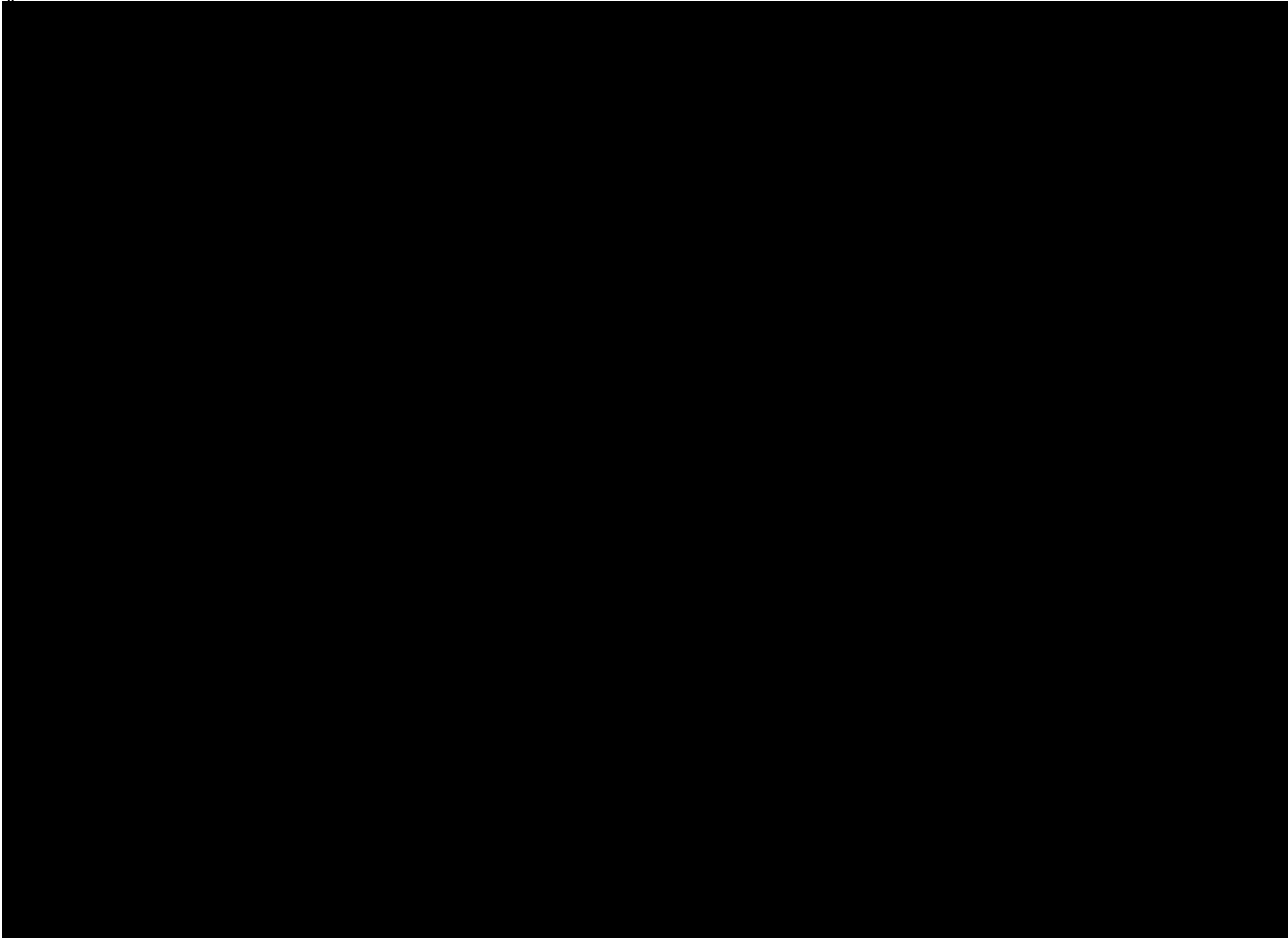
1 24. Attached hereto as **Exhibit 22** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011456519–554, [REDACTED]
3 [REDACTED], at pages ending
4 -521–523, -531, stating:

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
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25. Attached hereto as **Exhibit 23** is a true and correct copy of the document produced by Google in this litigation bearing Bates range GOOG-PLAY-011665304–317, 
, containing the following slide at the page ending -309:



1 26. Attached hereto as **Exhibit 24** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011375856–929, [REDACTED]
3 [REDACTED],
4 at the pages ending -880–881, stating:

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
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12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

1 27. Attached hereto as **Exhibit 25** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011183850–851, [REDACTED]

3 [REDACTED]
4 [REDACTED], at the page ending -850, stating:

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 28. Attached hereto as **Exhibit 26** is a true and correct copy of the document produced
14 by Google in this litigation bearing Bates range GOOG-PLAY-011363671–672 (which was
15 introduced and marked as Plaintiffs' Deposition Exhibit 1505), [REDACTED]

16 [REDACTED]
17 [REDACTED], at the page ending -
18 671, stating:

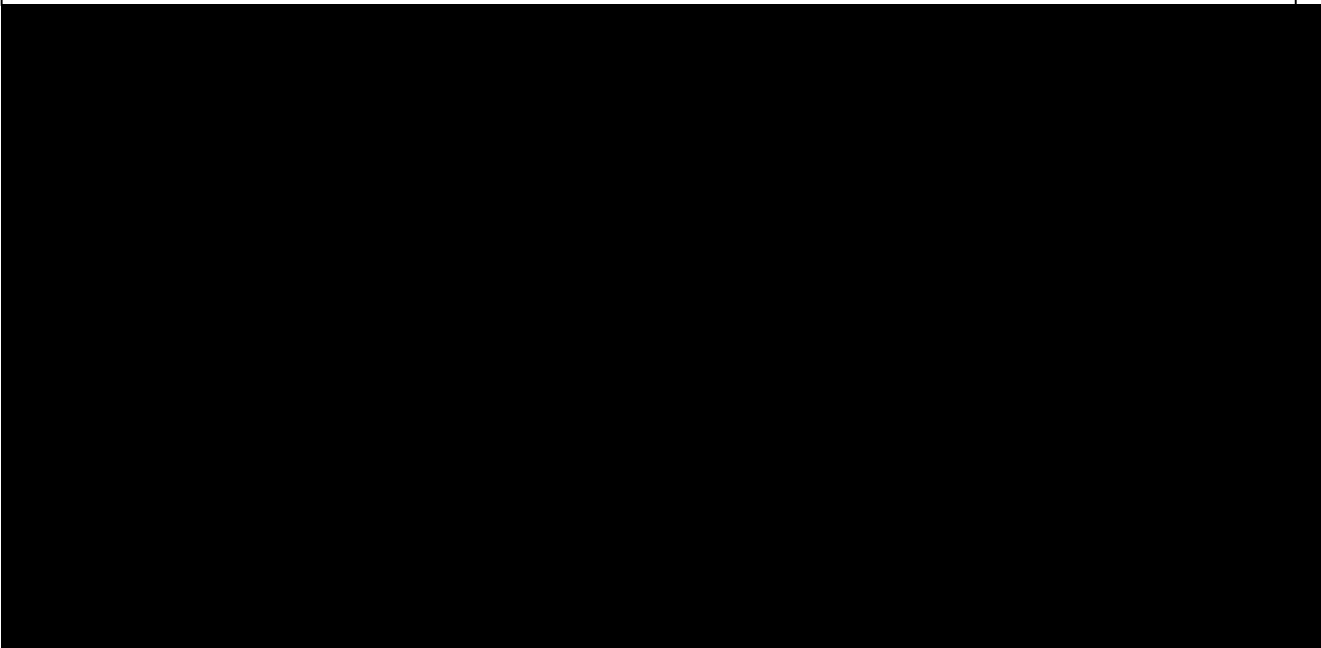
1 29. Attached hereto as **Exhibit 27** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011270137-142 (which was
3 introduced and marked as Plaintiffs' Deposition Exhibit 2686), [REDACTED]
4 [REDACTED], at pages ending -139-140, [REDACTED]
5 [REDACTED], at the page ending -137, stating:

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
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28 [REDACTED]

1 30. Attached hereto as **Exhibit 28** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011220642–644, [REDACTED]
3 [REDACTED], at
4 the pages ending -643–644 and -642, stating:

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
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31. Attached hereto as **Exhibit 29** is a true and correct copy of an email sent from Minna Lo Naranjo of Morgan, Lewis & Bockius LLP, counsel of record for Google, to Tate Harshbarger of Hueston Hennigan LLP, counsel of record for Match Plaintiffs, dated April 12, 2023, stating:

From: [Naranjo, Minna Lo](#)
To: [Tate Harshbarger](#); [Play Litigation; ~PLAY_MTO](#)
Cc: [Match.com/Google \[INT\]](#)
Subject: RE: In re Google Play Store Antitrust Litigation 3:21-md-02981-JD (N.D. Cal.)
Date: Wednesday, April 12, 2023 2:22:13 PM

Counsel,

Your inquiry should appropriately have been raised in an interrogatory. That said, in the interest of efficiency, and with the expectation that Plaintiffs will respond to any similar requests that Google may have, Google responds as follows: With respect to Google's counterclaims against Match, Google stands by the allegations in its counterclaim. However, consistent with the expert report of Dr. Leonard, and without waiver, Google presently does not intend to seek damages for Match's breach of contract for any period before October 1, 2021. To be clear, this damages limitation does not extend to any other Google counterclaim against Match, including its Breach of Implied Covenant of Good Faith and Fair Dealing and False Promise claims.

Thanks,
Minna

1 32. Attached hereto as **Exhibit 30** is an excerpt of a true and correct copy of the [REDACTED]

2 [REDACTED],

3 which includes paragraph 37, stating:

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

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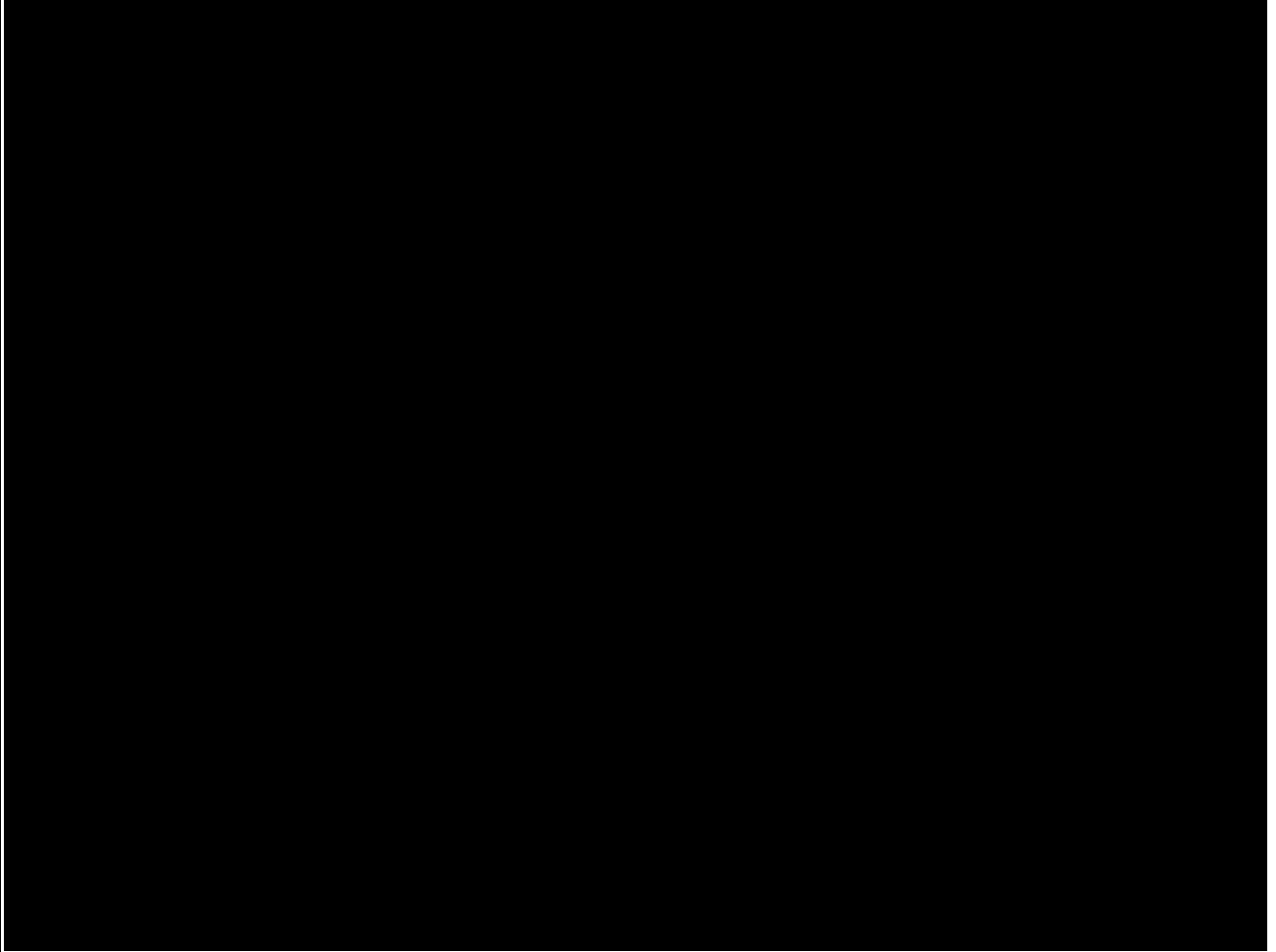
27

28

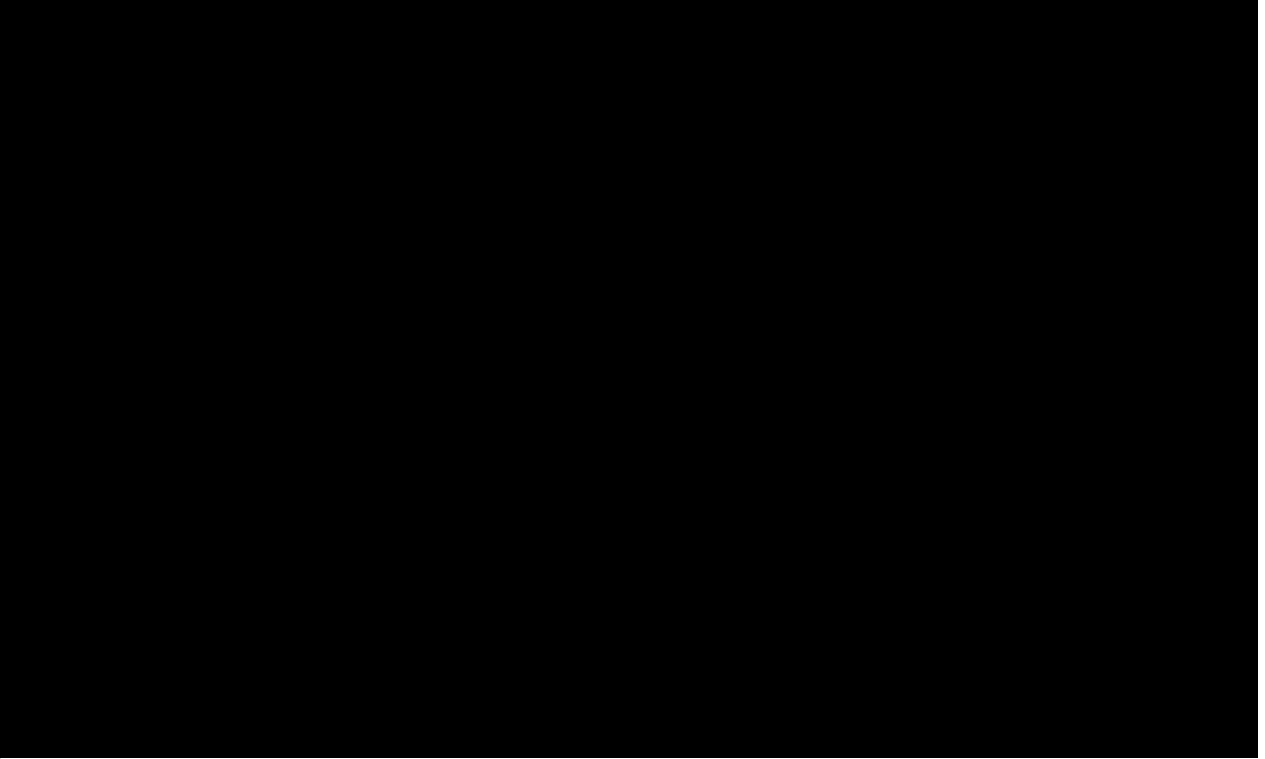
1 33. Attached hereto as **Exhibit 31** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates number GOOG-PLAY-003312948 (which was introduced
3 and marked as Plaintiffs' Deposition Exhibit 1599). [REDACTED]

4 [REDACTED]
5 [REDACTED], at the page ending -948, stating:
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 34. Attached hereto as **Exhibit 32** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-007346897-917 (which was
3 introduced and marked as Plaintiffs' Deposition Exhibit 1510), [REDACTED]
4 [REDACTED] containing the following slide at the page ending
5 -902:



1 35. Attached hereto as **Exhibit 33** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011666963-7062, [REDACTED]
3 [REDACTED], containing the following
4 slide at the page ending -000:



1 36. Attached hereto as **Exhibit 34** is a true and correct copy of the document produced
2 by Google in this litigation bearing Bates range GOOG-PLAY-011700993–1000, [REDACTED]
3 [REDACTED], containing the following slide at the
4 page ending -995:

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 37. Attached hereto as **Exhibit 35** is a true and correct copy of the Declaration of Peter
22 Foster in Support of Plaintiffs Match Group, LLC's Humor Rainbow, Inc.'s Plentyoffish Media
23 ULC's and People Media, Inc.'s Motion for Temporary Restraining Order, filed in the case
24 captioned *Match Group, LLC, et al. v. Google LLC, et al.*, Case No. 3:22-cv-02746-JD (N.D. Cal.)
25 at Dkt. 12-2, dated May 10, 2022.

26 38. Attached hereto as **Exhibit 36** is a true and correct copy of Exhibit 7 to the
27 Declaration of Peter Foster in Support of Plaintiffs Match Group, LLC's Humor Rainbow, Inc.'s
28 Plentyoffish Media ULC's and People Media, Inc.'s Motion for Temporary Restraining Order, filed

in the case captioned *Match Group, LLC, et al. v. Google LLC, et al.*, Case No. 3:22-cv-02746-JD (N.D. Cal.) at Dkt. 12-9, which is a PageVault captured on May 10, 2022 of the Android Developers Blog webpage, titled “Allowing developers to apply for more time to comply with Play Payments Policy,” dated July 16, 2021, available at <https://android-developers.googleblog.com/2021/07/apply-more-time-play-paymentspolicy.html>, stating:

Allowing developers to apply for more time to comply with Play Payments Policy

16 July 2021

Posted by Purnima Kochikar, VP Play Partnerships

After carefully considering feedback from both large and small developers, we are giving developers an option to request a 6-month extension, which will give them until March 31, 2022 to comply with our Payments policy. Starting on July 22nd, developers can appeal for an extension through the [Help Center](#) and we will review each request and get back to requests as soon as possible.

39. Attached hereto as **Exhibit 37** is an excerpt of a true and correct copy of the deposition transcript of Google’s employee, [REDACTED]

40. Attached hereto as **Exhibit 38** is an excerpt of a true and correct copy of the deposition transcript of Google’s employee, [REDACTED]

41. Attached hereto as **Exhibit 39** is an excerpt of a true and correct copy of the deposition transcript of Google’s employee, [REDACTED]

42. Attached hereto as **Exhibit 40** is an excerpt of a true and correct copy of the deposition transcript of Google’s employee, [REDACTED]

43. Attached hereto as **Exhibit 41** is an excerpt of a true and correct copy of the deposition transcript of Google’s employee, [REDACTED]

E-FILING ATTESTATION

I, Douglas J. Dixon, am the ECF User whose ID and password are being used to file this document. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that each of the signatories identified above has concurred in this filing.

/s/ Douglas J. Dixon

Douglas J. Dixon